## UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA Claim No: 2000A13558/2000A13785 8888

Ronald E. Sexton

VS.

## **COMPLAINT**

## TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

## **Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

## Venue

2. The defendant is a resident Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 842 Bloomfield Village Blvd., Apt. A, Auburn Hills, Michigan 48326.

## The Debt

## First Cause of Action - Claim Number: 2000A13558

3. The debt owed the USA is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$1,373.38
B. Current Capitalized Interest Balance and Accrued Interest	\$1,855.56
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (Debtor payments,	\$0.00

## credits, and offsets)

E. Attorneys fees	\$0.00
D. Michieys 1003	Ψ0.00
Total Owed – Claim Number 2000A13558	\$3,228.94
Second Cause of Action - Claim Number: 2000A13785	
4. The debt owed the USA is as follows:	
A. Current Principal (after application of all prior payments, credits, and offsets)	\$2,844.21
B. Current Capitalized Interest Balance and Accrued Interest	\$5,155.71
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (Debtor payments, credits, and offsets)	\$0.00

\$0.00

\$7,999.92

## TOTAL OWED (Claim Numbers 2000A13558 and 2000A13785) \$11,228.86

**Total Owed – Claim Number 2000A13785** 

The Certificates of Indebtedness, attached as Exhibit "A" and "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 9.130% per annum or \$0.34 per day on Claim Number 2000A13558 and 10.000% per annum or \$0.78 per day on Claim Number 2000A13785.

## Failure to Pay

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

E. Attorneys fees

A. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

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# U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

## CERTIFICATE OF INDEBTEDNESS

Ronald E. Sexton N/A 26612 Ridgefield Warren, MI 48089

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 03/10/99.

On or about 06/28/88, the borrower executed promissory note(s) to secure loan(s) of \$1,004.00 from Central Bank & Trust – Lander, WY at 9.13% percent interest per annum. This loan obligation was guaranteed by United Student Aid Funds, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 02/18/91, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,373.38 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 08/04/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$1,373.38
Interest:	\$ 864.49
Administrative/Collection Costs:	\$ 0.00
Late fees:	\$ 0.00
Total debt as of 03/10/99:	\$2,237.87

Interest accrues on the principal shown here at the rate of \$0.34 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/1/57

Name:

Loan Analyst

Branch: Litigation Branch

iighe 'O. B(	R EDUCATION ASSISTANCE FOUNDATION applica	Ader Chapter - MJH III OF HIS ASSESSED.	No. 1, PageID	.5 Filed 10/	11/11 Pag	3) (5	FOR STUDENTS SLS) APPLICATION/ PROMISSORY NOTE
	ON A - TO BE COMPLETED BY BORROWER (PRINT IN INK-F	^ 11	2-50	CIAL-SECURITY NUMBER_	3   3   3   3   3   3   3   3   3   3	WHEN WERE YOU BO	RN7
AST I. PER	Sexton  MANERT ADDRESS  AND Didne Lei	<sub>FIRST</sub> Konald	M I. Z			PERMÁNENT HOME I	55-402
CIT	distraction Ringer	101	ST	M ,' .		4808	9
6. U.S	CITIZENSHIP STATUS (CHECK 1 OR 2)  CIS. CITIZEN OR 2 PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN	N ID NUMBER IF APPLICABLE 7.	PERMANENT RESIDENT OF WHICH STATE	Ba. DRIVER LICENSE NUM PRINT "NONE" AND GO TO	iber (if you do not have ) qi	A LICENSE, 8b	STATE IN WHICH ENSE ISSUED
9. AD	DRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY STATE, ZIP  COLD RIVER OF STATE, ZIP  COLD RIVER OF STATE, ZIP  13. MAJOR COURSE OF STI IN INSTRUCTIONS IN AI  13. 758-7700	UNIVERSE CODES 12. LOAN AMOUNT RI	COOM	18089 DD LÓAN WIEL COVER 1 7-5 1 8	Q 78 10 10	8 <sup>M0</sup>	YR 9
14a. E UNPA	R LOAN INFORMATION: READ INSTRUCTIONS IN THE APPLICATION OF YOU HAVE ANY PRIOR YES (GO TO 14b) 14b, IF YES, TOTAL PRINCIPAL BALANC (GO TO 18) \$	UNPAID   15. UNPAID PRINCIPAL   MOST RECENT PRIOR S	LS (ALAS) SLS (ALAS); SEE	L OF MOST RECENT PRIOR INSTRUCTIONS IN APP BOOK	KLET 17. LOAN PERIOD S'	ART DATE OF MOST RE DAY	CENT PRIOR SLS (ALAS) YR 
18. H	AVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, PERKINS, ERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH D	CONSOLIDATED, OR INCOME CONTINGEN IFFERENT U.S. ADDRESSES AND PHONE	NUMBERS)		9c. Cher	سا حصوا	-A.O
C UARDIA	198. NAME Dan Henson STREET 31776 Schoenhe CITY, STATE, ZIP Warren, M. 48	PHONE (	1 Henson 25 Diehl 5t. Hahts, 1	7: 48077 FR	STREET 325 MT	ri Sexi V Groes Clemens	beck Apt M. 480
	PHONE ( IF YOU QUALIFY FOR A DEFERMENT, DO YOU WISH TO DEFER PRINCIPAL PAYMENTS WHILE IN SCHOOL? (IF YES, GO TO 21	21. YOUR LE	NDER MAY ALLOW THE INTEREST T ENT; OR YOUR LENDER MAY COLLE MENTS. IF YOUR LENDER GIVES YO	0110110110	IT DURING THE I IN PERIOD!: PREFER?		TALLMENT PAYMENTS
NOT PRO desc	IF NO, GO TO 22a)  ICE TO BORROWER: You agree that the lender identified in Section C is MISE TO PAY: I promise to pay to the order of my lender the entire Loan stibled on the reverse side of this Promissory Note and to the terms and Borrower's Certification on the reverse side of this Promissory Note. I I	the lender you have chosen. You must rear i Amount Requested shown above, to the conditions contained in the Disclosure Ste Inderstand that this is a Promissory Note. I	d the additional Promissory Note ten extent that it is advanced to me, inclu	ns and the Borrower's Certific iding the Guarantee Fee a. d h	ation on the reverse side be nterest on the unpaid princip	copy of this Promissory	sory Note. e terms and conditions id, and I agree to Note.
Ry s	Borrower's Certification of the textes and of the property of the promissory Note I acknowledge that I have received an exact SIGNATURE OF BROWER (APPLICATION CALANOT BE PROCESSE)	100) 0.12	Sala			22b. DATE BORROW	TER SIGNED
$\frac{2}{\chi}$	CTION B - TO BE COMPLETED BY SCHOOL (BORROWER: DO N	IOT WRITE IN SECTIONS BELOW)	89	1		26. SCHOOL CODE	71
	NAME OF SCHOOL  TTTTR  TVO			25. PHONE (3cラ)	158-7700	)	3556
24.	ADDRESS (STREET, CITY, STATE, ZIP)				4-80°11	27. SCHOOL BRAN	CH -2
	2943 E 8 11 L		30. STUDENT'S GRADE L	VEL (CHECK ONE)	GRAD	31. ANTICIPATED C	
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37	'. SUGGESTED DISBURSEMENT DATES . MO . DAY , YR )	in Mo	DAY YR		D DISB.	DAY YR	
	B. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES NO NO	UNL THE STUDENT ATTEND A FOREIGN:  YES NO	00.1002.	OL USE ONLY			
		RE OF SCHOOL OFFICIAL	41b. DATE SIGN	NED AND AND AND AND AND AND AND AND AND AN	PRINT NAME AND TITLE	CIM, F	F.A.O.
5	SECTION C - TO BE COMPLETED BY LENDER 2. NAME OF LENDER		CONTRACTOR OF STREET	म् (ति चे स्वति च प्रतिकृति । ५	radistantis ( ) tau tigas a	48. DISBURSEMENT D MO DAY 7 21	ATE S8 \$1,00
-	Central Bank & Trus (3. ADDRESS (STREET, BUILDING)	t	1	NDER CODE	46.	MO DAY	AR S AMOUN
	P.O. Box 69			RANCH CODE	47.	IMO DAY	YR S AMOUN
;	city, state ZIP Lander, WY 82520	The same appropriate susaper	53. LENDER USE	ONLY		49. TOTAL LOAN AMO	UNT APPROVED
`^ '::	50. NUMBER OF MONTHLY INSTALLMENTS 21 51. DUE DATE OF FIRST PAYMENT	52. LENDER ACCOUNT NUMBER		54c. PRINT NAME ANI:	TI E	s 1,00	)4 ;
The second	54a. SIGNATURE OF LENDING OFFICIAL	54b. D M	THE SIGNED TO SERVICE SIGNED SERVICE SIGNED TO SERVICE SIGNED SERVICE SIGNED TO SERVICE SIGNED S	Scott J	Brewster		
	BECTION D - TO BE COMPLETED BY HEAF  55   HEAF USE ONLY  15-103534 2-86	56. PROMISSORY NOTE STATUS	57. CREDIT APPROV	/al indicator	•		
	45-10353A 2-85		-				

# SLS PROMISSORY NOTE A PROMISSORY NOTE H DEFAULT

## A. PROMISE TO PAY

The Interest and Guarantee Fee rates and terms (mentioned in the Promise to Pay on the front of this application/promissory note) are:

1. Interest. For a PLUS or SLS loan disbursed prior to July 1, 1987, the interest may be 9, to interest on the Loan Amount shown on the front of this application/promissory note, at a and will be disclosed to me prior to disbursement of my loan. The interest rate for any year PLUS and SLS loans.

2. Guarantee Fee.

HEAF may charge a fe law, applicable regulati Fee will be deducted fr except for the amount a the lender's option, be a statement will show the

## B. DISCLOSURE

I understand that before stalement that identifies

#### C. GENERAL

I understand that the le Higher Education Assist. And the terms of this Pro of the Higher Education under the Act, and the Ru law, this Note shall be go

## D. REPAYMENT

- 1. I understand I can eitl immediately. These optio front of this application/pr Deferred Repayment. If I reasons explained under the repayment period on the due within 60 days of disbut at my lender's option, and statement:
- a. be paid by me in installa b. accrue and be added to quarterly, in accordance w I will contact the lender pri of repayment. If I neglect to the guidelines set forth in F my lender must inform me to the lender.

Immediate repayment. If I interest within 60 days of di

2. I will repay this loan with generally lasts at least 5 ye

generally lasts at least 5 ye. to these rules apply:

a. The lender may require ensure that during each ye GSLP, PLUS or SLS prograte least \$600 or the unpaid pri b. If I qualify for any deferme grants "forbearance", those tioned above.

# H. DEFAULT

1. Definition-I understand that under the Act, and HEAF Rules and Requestions any of the as falling to make any inglament payment when due, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable i less frequent installments;

b. making any false representation for the purpose of obtaining this loan; c. using the loan proceeds for other than educational purposes; d. failing to enroll in the school that completed the application for the time identified as measurements. e. not notifying the lender immediately if I (a) drop to less than a half-time student, (b) change ange my name, or (d) change my permanent address.

It-If I default on this loan:

the entire unpaid amount of the loan, including interest, immedi

Jaranty agency may disclose to schools I have attended (or an ation about the default; ive assistance from all Title IV programs and any of the following nt, Supplemental Educational Opportunity Grant, College Work-live Grant, Perkins Loan (formerly called National Direct Student Loan (GSL), Supplemental Loan for Students (SLS), PLUS loans,

enefits described under Repayment and Deferment in this Note; and other costs, including attorney's fees, that are permitted by a for the collection of these amounts. If this loan is referred for it is subject to the Fair Debt Collection Practices Act, I will pay 125 percent of the unpaid principal and accrued interest: Declaring due and payable is at the option of the lender, which it may do plicable notice and other requirements of law. Failure to exercise ate a waiver of the Lender's right to exercise the option at a later

s Note to HEAF. I will then be required to pay HEAF all amounts

#### AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

- 1. Warrants that:
  - a) no defense of any party is good against the undersigned; and
  - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- 2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
- 3. Acknowledges that:
  - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
  - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

3. The particular terms and שוויסווטטוטטוט or repayment that apply to this loan will be set forth in the loan disclosure statement that the lender will provide to me.

My obligation to repay this loan shall be cancelled if I die or become totally and permanently disabled.

## E. PREPAYMENT

At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any unearned interest which I have paid. The amount of any such rebate will be computed by he same method by which interest payments were computed.

# F DEFERMENT OF PAYMENT

n certain instances authorized by the Act, the payments of principal I am required to make is described under Repayment in this Note may be deferred. The instances currently authorized by the Act are described under Deferment in the HEAF application information booklet. I seek such deferment, I agree to comply with the relevant federal regulations and the itles and Regulations of HEAF, including without limitation submission of required forms to the lender. I will remain responsible for payment of interest during any period of deferment hich my lender may, (a) collect on a periodic basis, or (b) add to the principal balance of

## i. FORBEARANCE

Lam unable to repay this loan in accordance with the terms established under Repayment this Note, I may request the lender to modify these terms. I understand that such modifition would be at the lender's option and would have to be in compliance with the Act, and regulations adopted under the Act and the Rules and Regulations of HEAF I understand that a modification of repayment terms under this Section is different from Deferment described in this Note and that during this period I will remain responsible for payment of erest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal by

CLAIM NG 195304C511306 G8-64-93 SEXTCN, RCNALD, E

ir may collect from me a late charge if I fall to pay all or part of a it within 10 days after it is due or if I fall to provide written evity to have the payment deferred as described under Deferment as not exceed 6 cents for each dilect cook late. ay not exceed 6 cents for each dollar of each late installment.

#### IOTIFICATION

mount of this loan and its repayment will be reported to one or tions. If I default on this loan, the lender, holder or guaranty fault to credit bureau organizations. This may significantly and

y agency must notify me at least 30 days in advance that infor-te disclosed to credit bureau organizations unless I enter into

ely response to a request from any credit bureau organization alse with that organization about the accuracy and complete-

#### CATION

CATION

jury under the laws of the United States of America that the complete and correct to the best of my knowledge and belief my lender's option under the SLS program, I authorize the so jointly payable to me and my school. I hereby authorize the refund which may be due me up to the amount of this loan. I holder, or their agents, any requested information perfinent status, prior loan history, current address). I also make inquiries to or respond to inquiries from my parents (under the SLS program), or prior ments. I also authorize the lender, subsequent holder, their agent, the educational institution, or HEAF to or subsequent lenders or holders, with respect to my loan application and related documation and make inquiries to the persons I have listed in my loan application and related documation and make inquiries to the persons I have listed in my loan application as references, lender, subsequent holder, their agent or HEAF to release information and make inquiries to the persons I have listed in my loan application as references, lender, subsequent holder, their agent or HEAF to check my credit and employment history and to answer questions about their credit experience with me. I certify that the proceeds of application at the educational institution named on the application. I understand that I am responsible for repaying any funds that I receive which cannot reasonably be attributed to stated. I certify that if I am eligible to apply for a Pell Grant. I certify that I am a borrany Title IV aid program. I further certify that I have done so or that I have read the materials explaining the federal my responsibilities and my rights under that program.

## SCHOOL CERTIFICATION

I hereby certify that the student named in Section A of this application is accepted for enroll-ment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has be eligible for the loan applied for. I further certify that based upon records available at this the selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program to made under any Title IV student assistance program for the program for the part 668, and is iteratified in 34 CFR Part 668, and is iteratified in 34 CFR Part 668, in the certify that miss is title in will comply with all applications and procedures of HEAF sheet administration of this loan. The information profile it is sections A and B and this Sahad Partifications PROMISSORY NOTE

ORIGINAL PROMISSORY NOTE

SLS-A353 2-88

IAR PRUMIOSORI Del 2-9-99 DATE NT A NAME

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# U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

## CERTIFICATE OF INDEBTEDNESS

Ronald E. Sexton N/A26612 Ridgefield Warren, MI 48089

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 03/10/99.

On or about 06/28/88, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Central Bank & Trust - Lander, WY at 10% percent interest per annum. This loan obligation was guaranteed by United Student Aid Funds, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 03/18/91, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,844.21 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 06/14/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$407.00 in payments from all sources. including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,844.21
Interest:	\$1,575.92
Administrative/Collection Costs:	\$ 0.00
Late fees:	\$ 0.00
Total debt as of 03/10/99:	\$4,420.13

Interest accrues on the principal shown here at the rate of \$0.78 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/1/89

Name: Title:

Loan Analyst

Branch: Litigation Branch

P.O. BOX 64107 • ST. PAUL, MN 55164-0107	PageID.8 Filed 10/11/1	L Page 8 of 9 GUARANTEEL STUDENT LOAI (GSL) APPLICATION PROMISSORY NOT
F 52 72 72 74 75 75 75 75 75 75 75 75 75 75 75 75 75		· ·
SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK-PRESS FIRMLY-OR TYPE)  1. NAME (NO NICKNAMES)	2. SOCIAL SECURITY NUMBER	3. WHEN WERE YOU BORN?
LAST SEXTON FIRST KONALD M.I. 4. PERMANENT ADDRESS	E	5. PERMANENT HOME PHONE
26612 Kidgtiela	STATE AND STATE	(3 3) 755-402   
6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2)  ALIEN ID NUMBER IF APPLICABLE  7. PERMANENT RE OF WHICH SAME	SIDENT 8a. DRIVER LICENSE NUMBER (IF	YOU DO NOT HAVE A LICENSE, Bb. STATE IN WHICH LICENSE ISSUED.
1 Das. Citizen or 2 other eligible Alien  9. ADDRESS OF BORROWER WHILE IN SCHOOl (STREET, CIP)	M, Hansa	
10. PHONE AT SCHOOL ADDRESS 11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS IN APP BOOKLET 12. LOAN AMOUNT IN INSTRUCTIONS IN APP BOOKLET 13. ADDRESS IN APP BOOKLET 13. ADDRESS IN APP BOOKLET 14. ADDRESS IN APP BOOKLET 15. ADDRESS IN APP BOOKLET 16. ADDRESS IN APP BOOKLET 17. ADDRESS IN APP BOOKLET 18. ADDRESS IN APP BOOKLET 19. ADDRESS I	REDUESTED 13. LOAN PER FROM	00 7-5   \$48   70   \$9-26-8.
PRIOR LOAN INFORMATION: READ INSTRUCTIONS IN THE APPLICATION BOOKLET  14. HAVE YOU EVER DEFAULTED, ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, OR INCOME CONTINGENT LOAN?  YES (GIVE DETAILS ON SEPARATE SHEET)  NO YES (GO TO 15b)  NO (G		L UNPAID BALANCE OF GSL LOANS
TEN (GIVE STORE)	B. LOAN PERIOD START MO DAY DATE OF MOST RECENT PRIOR GSL	9R 19. INTEREST RATE OF MOST RECENT PRIOR GSL 7% 8% 9%
REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)  P G NAME DAY HENSON STREET 31776 SCHOCK NECT E RESTRICT STREET 11825 DI CITY, STATE, ZIP WARREN MILL 48089 TO THE PHONE (CITY, STATE, ZIP ST 1 Haph	SON REFERENCE STREET.  K. M. 48077 The phone (	)
NOTICE TO BORROWER: You agree that the lender identified in Section C is the lender you have chosen. You must read the additional Promise to PRM I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is adverted and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure	omissory Note terms and the Borrower's Certification on	
and I agree to the Borrower's Certification on the reverse side of this Promissory Note.  I understand that this is a Promissory Note. I will not stan it before reading all of its provisions, even it otherwise advised. I am entitled to		or/Note1 acknowledge that I have received an exact copy of it.
21a. SIGNATURE OF PORROWER (APPLICATION MANNOT BE PROCESSED WITHOUT SIGNATURE)	/···/	21b. DATE BORROWER SIGNED
x Kon E Set Konald 2		6 28 88
SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTIONS BELOW)  22. NAME OF SCHOOL	24. PHONE  (3/3)7.57	25. SCHOOL CODE
SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTIONS BELOW)  22. NAME OF SCHOOL  TITR IN  23. ADDRESS (STREET, CITY, STATE, ZIP)	(313)75	25. SCHOOL CODE  3-7700 0Z 3 5 56  26. SCHOOL BRANCH
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SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTIONS BELOW)  22. NAME OF SCHOOL  23. ADDRESS (STREET, CITY, STATE, ZIP)  24. PERIOD LOAN WILL COVER TO MO DAY YR CORRESP. UNDEBGRAD.  25. ADJUSTED GROSS INCOME (AGI)  26. PERIOD LOAN WILL COVER TO MO DAY YR CORRESP. UNDEBGRAD.  27. 28. PERIOD LOAN WILL COVER TO MO DAY YR CORRESP. UNDEBGRAD.  28. ADJUSTED GROSS INCOME (AGI)  30. COST OF ATTENDANCE FOR LOAN PERIOD  31. ESTIMATED FINANCIAL PERIOD	(313)75 2REN MI 480 INE) GRAD. 30. ANTICIPA 30. ANTICIP	25. SCHOOL CODE  3-7700 0Z3556  26. SCHOOL BRANCH  CONTROL OF CONT
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LENDER COPY

## **GSL PROMISSORY NOTE**

## A. PROMISE TO PAY

The Interest, Guarantee Fee, and Origination Fee rates and terms (mentioned in the Promise to Pay on the front of this application/promissory note) are:

- I agree to pay an amount equivalent to simple interest (as specified in (4)) on the unpaid principal balance from the date of disbursement until the entire principal sum and accrued interest are paid
- 2) However, the U.S. Secretary of Education ("Secretary") will pay the interest that accrues on this loan prior to repayment status and during any determent, it it is determined that I qualify to have such payments made on my behalf under the regulations governing the Guaranteed Student Loan Program ("GSLP"). In the event that the interest on this loan is payable by the Secretary, neither the lender nor other holder of this Note may attempt to collect this interest from me. I may, however, choose to pay this interest myself.

3) Once the repayment status begins I will be responsible for payment of all interest that accrues on this loan, except that if the interest accruing on this loan prior to the repayment period was payunder DEFERMENT in this Promissory Note.

the undersigned hereby expressly:

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without

recourse, provided, however, notwithstanding this indorsement without recourse,

b) the undersigned is not in default under the terms of that certain Lender Agree-

ment for Guarantee of Student loans with Federal Reinsurance ("Lender

Agreement") between it and HEAF, in accordance with which payment of

the indebtedness evidenced by this instrument was guaranteed by HEAF.

2. Disclaims the implied warranty that it has no knowledge of any insolvency pro-

ceeding instituted with respect to the maker of this instrument and instead war-

rants that to the extent it has knowledge of any such proceeding it has disclosed

the same to HEAF, but no other implied warranties are hereby disclaimed.

a) upon payment in full by HEAF of the claim submitted by the undersigned

b) notwithstanding payment by HEAF of the undersigned's claim and accep-

to the terms of the aforesaid Lender Agreement.

pursuant to the aforesaid Lender Agreement, HEAF will have discharged all

of its obligations to the undersigned arising out of said Lender Agreement; and

tance by HEAF of transfer of this instrument in consideration thereof, HEAF

has not waived any rights that it may have against the undersigned pursuant

DATE

a) no defense of any party is good against the undersigned; and

1. Warrants that:

3. Acknowledges that:

SIGNATURE

A) The interest rate will be determined according to the following:
a. If I have an outstanding Guaranteed Standing to the following:
applicable interest rat
b. If I am borrowing {
outstanding GSL(s), tt
c. If I am borrowing to
outstanding GSL(s) bu
Supplemental Loans t Supplemental Loans f or on any Consolidation that date, the applicabed. If I am borrowing for outstanding balance of that date or on any Control of the control of ning before that date, I year of my repayment:

- The applicable inten a until the end of the fc b. beginning with the fif
- f may also receive rel when the applicable int 7)The lender or other h
- balance (capitalization) the Higher Education A l understand that if I am (a) during the period I ail in Section D below, and F below.

GUARANTEE FEE

- 8) HEAF may charge a applicable regulations a deducted proportionatel refund except for the am the lender's option, be a ment will show the actua ORIGINATION FEF
- 9) The Origination Fee v lederal law and will be rel rata, on undisbursed amo check is not cashed within

## B. DISCLOSURE

I understand that before statement that identifies a

#### C. GENERAL

I understand that the lend because of this, the loan I accordance with, Title IV, federal regulations adopt not governed by federal la lender is located.

## D. REPAYMENT

I will repay this loan in peri the end of my grace perioc

However, during the grace

period begins when I ceas that is participating in the Guaranteed Student Loan Program (GSLP). workload at a school

that is participating in the Guaranteed Student Loan Program (GSLP).

1) I will repay this loan over a repayment period that generally lasts at least 5 years but no more than 10 years. However, the following exceptions to these rules apply:

a. If, during the grace period, I request a shorter repayment period, the lender may grant me a shorter period. In that event, I may later choose to have the repayment period extended to 5 years.

b. The lender may require a repayment period shorter than 5 years if this is necessary to ensure that during each year of the repayment period I—or, if both my spouse and I have GSL, PLUS or SLS program loans outstanding, we—pay toward principal and interest at least \$600 of the unpaid principal of all such loans (plus interest).

c. If I qualify for postponement of my payments during any period described unger Determent, in this Note, or if the lender grants "forbearance", as allowed by the Act, those periods will not be included in the 5- and 10-year periods mentioned above.

2) I must contact the lender prior to expiration of my grace period to negotiate the terms of repay-nent. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the juidelines set forth in Paragraph 1 of this Section, without my further approval; however, the lender must inform me of these terms in writing at the latest address that I have provided to the lender.

The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins.

My obligation to repay this loan shall be cancelled if I become totally and permanently disabled

#### E. PREPAYMENT

It my option and without penalty. I may prepay at any time all or any part of the unpaid principal alance of this Note. In the event of prepayment, I will be entitled to a refund of any unearned interpretable with the property of the prop stinat have paid. The amount of any such rebate will be computed by the same method by which

# F. DEFERMENT

I understand that in certain instances authorized by the Act the payments I am required to make, i described under Repayment in this Note, may be deferred. The instances currently authorized I the Act are described under Deferment in the HEAF application information booklet. To obtain sur deferment, I agree to comply with the relevant federal regulations and the Kels and Regulation of the HEAF, including, without limitation, submission of required forms to the lender.

## G. FORBEARANCE

If I am unable to repay this loan in accordance with the terms established under Repayment in th Note, I may request the lender to modify these terms. I understand that such modification would be at the lender's option and would have to be in compliance with the Act, lederal regulations adopte under the Act, and the Rules and Regulations of HEAF. I understand that a modification of repaining this period I will remain responsible for payment of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan.

#### H. DEFAULT

1-12-51.1.1. 1) Definition — I understand that under the Act, and HEAF Rules and Regulations, any of the follow بريمستوراش البياحة

and events is a delagh.

a. failing to make any installment payment when due, provided that this failure persists for 180 day nonthly installments or 240 days for a loan repayable in less frequer

sentation for the purpose of obtaining this loan; s for other than educational purposes; school that completed the application for the time identified as my loar

r immediately if I (a) drop to less than a half-time student, (b) change my permanent address. ult-If I default on this loan:

the enline unpaid amount of the loan, including interest, immediately due

aranty agency may disclose to schools I have attended (or am currently out the default;

Jul the default; sive assistance from all Title IV programs and any of the following federal pplemental Educational Opportunity Grant, College Work-Study, State terkins Loan (formerly called National Direct Student Loan), Guaranteed lemental Loan for Students (SLS), PLUS loans, or Consolidation Loans: benefits described under Repayment and Deferment in this Note; and other costs, including altorney's fees, that are permitted by federal collection of these amounts. If this loan is referred for collection to an he Fair Debt Collection Practices Act, I will pay collection costs not to npaid principal and accrued interest. Declaring these amounts immediate option of the lender, which it may do only after complying with applifuirements of law. Failure to exercise this option does not constitute a to exercise the option at a later date; is Note to HEAF I will then be required to pay HEAF all amounts owed

is Note to HEAF I will then be required to pay HEAF all amounts owed

 $H_{1}$ . er may collect from me a late charge if I fail to pay all or part of a required 10 days after it is due or if I fail to provide written evidence that verifies ment deferred as described under Deferment in this Note. A late charge each dollar of each late installment.

#### J NOTIFICATION

amount of this loan and its repayment will be reported to one or more III default on this loan, the lender, holder or guaranty agency will also bureau organizations. This may significantly and adversely altect my about the default will be disclosed to credit bureau organizations unless I loan within the 30 days. The lender, must provide a timely response to reau organization regarding objections I might raise with that organization reported about me.

#### **IFICATION**

undersigned pursuant

if it is a pursuant provided in the information contained in my application for this rect to the best of my knowledge and belief and is made in good faith rize the lender to make my loan check(s) jointly payable to me and my e school to pay to the lender any refund which may be due me up to be a contained in my attend or HEAF to pay to the lender any refund which may be due me up to be a contained in the provided in the school to pay to the lender any refund which may be due me up to be a contained in the contained in the status, prior loan history, current address). I also unthorize the lender, with and related documents. I also authorize the lender, subsequent holder, is information and make inquiries to the persons I have listed in my is of this loan will be used for educational pursons for the academic plication at the educational institution named on the application. I to meeting my educational expenses related to attendance at that institution for the loan period owe a refund to any Title IV aid program. I certify that I am a borrower eligible for participation in the GSL program and that I do not have done so or that I have requested my institution to estimate my eligibility for a Pell Grant. I turther certify I have read the materials explaining the federal guaranteed student loan program program.

## SCHOOL CERTIFICATION

I hereby certify that the student named in Section A of this application is accepted for enrollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program detured in the student has been determined by the first institution, under the regulations applicable to this loan program, to be eligible for the loan applicable. If the student has been determined by for. I further certify that based upon records available at this institution and due inquiry of the student, the student has satisfied the requirements under the Selective Service Act necessary to receive dentified in 34 CFR Part 668, and is not liable for any refund of any grant made under any student assistance program identified in 34 CFR Part 668. If further certify that this institution will comply the provisions of entering the angle of the provisions of entering the entering the entering the provisions of entering the enteri

AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE

NAME

DATE L-A304:A305 A307 2-88